

Prepared by and after recording return to:  
Michael R. Parham (MS Bar No. 9069)  
2195 Germantown Road South, Suite 101  
Germantown, TN 38138  
(901) 755-0199

### CERTIFICATE OF TRUST

This Certificate of Trust is made and entered into by the undersigned duly appointed qualified and serving Trustee of the **Jimmy and Elizabeth Rogers Joint Living Trust created by instrument dated April 28, 2011, as amended**, and in accordance with Miss. Code Ann. § 91-9-7 and under authority of Tenn. Code Ann. § 35-15-1013, who states as follows:

1. NAME: The name of the trust is the **Jimmy and Elizabeth Rogers Joint Living Trust created by instrument dated April 28, 2011, as amended**.
2. TRUSTEE AND ADDRESS: The street and mailing address of the office of the trust and the name, street and mailing address of the Trustee are:

Jimmy A. Rogers and Elizabeth J. Rogers  
1125 Oakridge Drive  
Memphis, TN 38111

3. GRANTOR: The name, street, and mailing address of the Grantors are:

Jimmy A. Rogers and Elizabeth J. Rogers  
1125 Oakridge Drive  
Memphis, TN 38111

4. REAL PROPERTY: The legal description of the real property interest owned by the trust in DeSoto County, Mississippi, is as follows:

See attached Exhibit "A" for legal description.

5. **TRUSTEE POWERS:** The administrative and/or managerial powers of the Trustee(s) and Successor Trustee(s) of the trust are:
  - (a) All powers granted to Trustees under Tenn. Code Ann. § 35-50-110, as amended from time to time, the provisions of which are incorporated herein by this reference.
  - (b) Full power to deal with real estate including, but not limited to, the power to purchase, sell, mortgage, encumber, lease, grant easements and rights of way, and to otherwise contract regarding or for the purchase or sale of such real estate; all without joinder of beneficiary and without disclosing any beneficiary of the trust.
  - (c) All Trustee powers shall be broadly construed and may be exercised without court approval.
  - (d) No person dealing with the Trustee(s) in the capacity of purchaser, seller, acquirer, lender, tenant, lessor, lessee, contractant or otherwise shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for or the propriety of any act of the Trustee nor shall such person be required to see to the application or disposition of any money or the property paid, delivered or loaned to the Trustee.
6. **POWER TO REVOKE:** The trust is a revocable trust. The Grantor retains the right to alter, amend or revoke the trust. No person other than the Grantor has any power to revoke this trust.
7. **SUCCESSOR TRUSTEE:** In the event of the death, disability or resignation of one of the Trustees, the remaining Trustee shall continue to serve alone. If both Trustees are unable or unwilling to serve, they shall be succeeded by James Matthew Rogers. Third parties are entitled to rely on the authority of the successor trustee(s) without proof of trustee succession.
8. **TRUST ADMINISTRATION:** If this trust is being administered by more than one Trustee, with respect to any administrative action (e.g., signing checks, transferring funds), then the signature of only one Trustee shall be required. Any one Trustee can act and bind the trust. Accordingly, any person dealing with one of the Co-Trustees shall not be required to secure the signature or approval of the other Co-Trustees. Co-Trustees may appoint a Managing Trustee and delegate administrative duties.
9. **TITLE TO TRUST PROPERTY:** Trust property should be titled as follows: "Jimmy A. Rogers and Elizabeth J. Rogers, or their successors, Trustees of the Jimmy and Elizabeth Rogers Joint Living Trust dated April 28, 2011, as amended."
10. **REPRESENTATIONS:** To the best of the undersigned's knowledge, the trust has not been revoked, modified, or amended in any manner that would cause the representations and statements contained herein to be incorrect.

Witness my signature on this 28<sup>th</sup> day of April, 2011.

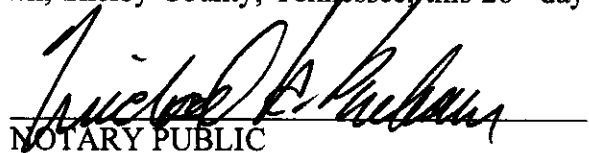
  
 JIMMY A. ROGERS, Trustee

  
 ELIZABETH J. ROGERS, Trustee

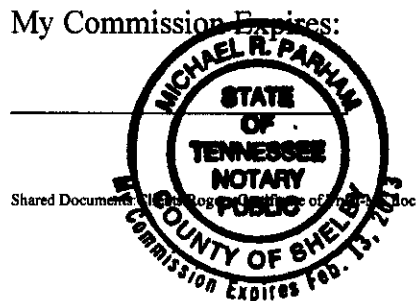
STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared JIMMY A. ROGERS and ELIZABETH J. ROGERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that they executed the within instrument for the purposes therein contained, and who further acknowledged upon oath or affirmation that they are the duly appointed and serving Trustee of the **Jimmy and Elizabeth Rogers Joint Living Trust created by instrument dated the 28<sup>th</sup> day of April, 2011, as amended**, and that they are authorized under said trust to execute this instrument for the purposes therein contained.

WITNESS my hand, at office, in Germantown, Shelby County, Tennessee, this 28<sup>th</sup> day of April, 2011.

  
NOTARY PUBLIC

My Commission Expires:



## EXHIBIT "A"

## TRACT NO. ONE (2205 Goodman Road)

The lands in the Northeast Quarter of Section Thirty Four (34), Township One (1), Range Eight (8) West, and more particularly described as follows: Begin at a stake in the center of the Goodman Road which is 290 feet West of the Illinois Central Railroad Right of Way, which said point of beginning is the Northwest corner of Lot No. 1 of the Plan of Subdivision of the S. C. Murphy Land as per survey of Rucker and Parson under date of May 15, 1957, of record in Book 1, Page 1 of the Deed Records for DeSoto County, Mississippi, thence South along the West line of said Lot No. 1, 321 feet to a stake, thence East 108 feet, thence North 108 feet, thence East 63 feet to a stake, thence North 213 feet to a stake in the center of the Goodman Road, thence West along the Center of said Goodman Road 171 feet to the beginning. This land is composed of .84 acres purchased of R. B. Tarver and wife by deed of date October 29, 1946, of record in Book 32, Page 550 of the deed records of said county; and another tract of .27 acres acquired from Mrs. J. A. (Maggie) Rhodes and her daughter, Mrs. Ruth R. Hughes by deed of date January 25, 1947 of record in Book 35, Page 55 of the deed records of said county, less and except a strip of land off of the North side of a part of the Northeast Quarter of Section 34, Township 1, Range 8 West extending 40 feet to the right of the center line beginning at Station 356 + 23 and ending at Station 357 + 94 all on the right of said center line conveyed by Robert V. Black, et ux, to DeSoto County, State of Mississippi by Warranty Deed of date, October 7, 1953 of record in Book 41, Page 5. The above described lands being conveyed by Bernard J. Connolly, et ux, to Robert V. Black, Sr., et ux, by Warranty Deed of date, March 27, 1947, of record in Book 35, Page 120 of the deed records of said county.

## EXHIBIT "A"

TRACT NO. TWO (6931 West Center Street)

Section 34, Township 1, Range 8, as follows:  
Beginning at the northeast corner of Lot one  
(1) of the Rucker and Parsons survey of the  
S. C. Murphy lands in the Village of Horn  
Lake, a map or plat of said survey being of  
record in the office of the Chancery Clerk of  
DeSoto County, Mississippi, in Deed Book 1,  
Page 1, reference to which is hereby made;  
from said point of beginning running thence  
west along the South line of a road known as  
Goodman Road or County Road a distance of One  
Hundred Twenty-one (121) feet, more or less,  
to the Connally property; running thence south  
along the Connally property line a distance of  
One Hundred Ninety-three (193) feet, more or  
less; running thence west along said Connally  
property line a distance of Sixty-three (63)  
feet, more or less; running thence south along  
said Connally property line a distance of One  
Hundred Eight (108) feet, more or less; running  
thence east One Hundred Forty-two (142) feet,  
more or less to a point One Hundred Thirty (130)  
feet east of the Western boundary line of the  
Illinois Central Railroad right-of-way; running  
thence north a distance of Eighty (80) feet;  
running thence east to the said Western boundary  
line of the said railroad right-of-way; running  
thence north westerly along the Western Boundary  
Line of said right-of-way a distance of One  
Hundred Seventy-six (176) feet, more or less,  
to the point of beginning.

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